



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
CORPORATE GUARANTEE

NOTE: A CORPORATE GUARANTEE, AS SPECIFIED IN 10 CSR 80-8.050(7)(C)2.F.

Guarantee made this _____ by _____, a business corporation organized under the laws
(Date) (Name of Guaranteeing Entity)
of the State of _____, herein referred to as guarantor, to the Missouri Department of Natural
(State)
Resources, obligee, on behalf of your subsidiary
_____ of _____.
(Owner/Operator) (Business Address)

RECITALS

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 10 CSR 80-8.050(7)(C)2.F. of the Missouri Solid Waste Management Rules, or SWMR.
2. _____ owns or operates the following scrap tire processing facility(ies) covered by this guarantee:
(Owner/Operator)

(Name and Address) (Scrap Tire Processing Facility Permit No.)

(Name And Address) (Scrap Tire Processing Facility Permit No.)
3. "Closure plans" as used below refer to the plans maintained as required by 10 CSR 80-8.050.(7)(B) of the SWMR for the closure of the scrap tire processing facility(ies) as identified above.
4. For value received from _____, guarantor guarantees to
(Owner/Operator)
the Missouri Department of Natural Resources that in the event that _____ fails
(Owner/Operator)
to perform closure of the above scrap tire processing facility(ies) in accordance with the closure plans and other permit requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in 10 CSR 80-8.050(7)(C) 2.A. of the SWMR as applicable, in the name of _____ in the
(Owner/Operator)
amount of the current closure or post-closure care cost estimates as specified in 10 CSR 80-2.030(4) of the SWMR.
5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within ninety (90) days, by certified mail, notice to the Director of the Missouri Department of Natural Resources, hereinafter known as director, or his/her authorized representative and the _____ that she/he intends to provide alternative financial
(Owner/Operator)
assurance as specified in 10 CSR 80-8.050(7)(C)2. of the SWMR, as applicable, in the name of
_____. Within 120 days after the end of such fiscal year, the guarantor shall
(Owner/Operator)
establish such financial assurance unless _____ has done so.
(Owner/Operator)
6. The guarantor agrees to notify the director or his/her authorized representative by certified mail, of a voluntary or involuntary proceeding under Title 11 (bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
7. Guarantor agrees that within thirty (30) days after being notified by director or his/her authorized representative of a determination that guarantor no longer meets the financial test criteria or that she/he is disallowed from continuing as a guarantor of closure, she/he shall establish alternate financial assurance as specified in 10 CSR 80-8.050(7)(C) of the SWMR, as applicable, in the name of _____ unless the _____ has done so.
(Owner/Operator) (Owner/Operator)

8. Guarantor agrees to maintain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure, or any other modification or alteration of an obligation of the owner/operator pursuant to the SWMR.
9. Guarantor agrees to remain bound under this guarantee for so long as _____ must
(Owner/Operator)
- comply with the applicable financial assurance requirements of 10 CSR 80-8.050(7)(C) of the SWMR for the above-listed scrap tire processing facility(ies), except that guarantor may cancel this guarantee by sending notice by certified mail to the director or his/her authorized representative and to _____, such
(Owner/Operator)
- cancellation to become effective no earlier than one hundred twenty (120) days after receipt of such notice by both the director or his/her authorized representative and _____, as evidenced by
(Owner/Operator)
- the return receipts.
10. Guarantor agrees that if _____ fails to provide alternate financial assurance
(Owner/Operator)
- from the director or his/her authorized representative within ninety (90) days after a notice of cancellation by the guarantor is received by director or his/her authorized representative from guarantor, guarantor shall provide such alternate financial assurance in the name of _____.
(Owner/Operator)
11. Guarantor expressly waives notice of acceptance of this guarantee by the director or his/her authorized representative or by _____. Guarantor also expressly waives notice of amendments or
(Owner/Operator)
- modifications of the closure plan and of amendments or modifications of the scrap tire processing facility(ies).

Name of Guarantor (Print or type)

Effective Date

Authorized Signature for Guarantor

Name of Person Signing (Print or type)

Title of Person Signing (Print or type)

Notary Public Embosser Seal

State of

County

Subscribed and sworn before me, this _____ day
of _____ 20_____

**USE RUBBER STAMP IN CLEAR
AREA BELOW**

Notary public signature

Notary public name (type or print)